

**COMMONWEALTH OF VIRGINIA  
STANDARD BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
\_\_\_\_\_, the Contractor (“Principal”)  
whose principal place of business is located at \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ (“Surety”) whose address for  
delivery of ‘Notices’ is located at \_\_\_\_\_  
\_\_\_\_\_ are held and firmly bound unto the Commonwealth  
of Virginia, \_\_\_\_\_, the  
Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all  
Additive Bid Items) Bid by Principal, for the payment whereof, Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, the conditions of this obligation are as follows. This Bid Bond shall  
guarantee that the Principal will not withdraw his bid during the period of thirty (30) days  
following the opening of bids; that if his bid is accepted, Principal will enter into a formal  
contract with the Owner in accordance with the Contract Between Owner and Contractor, Form  
CO-9, included as a part of the Invitation for Bids (IFB Documents); that Principal will submit a  
properly executed and authorized Standard Performance Bond and Standard Labor and Material  
Payment Bond on the forms included in the IFB documents; and that in the event of the  
withdrawal of said bid within said period, or failure to enter into said contract and give said  
bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal  
and Surety shall be jointly and severally liable to the Owner for the difference between the  
amount specified in said bid and such larger amount for which the Owner may contract with  
another party to perform the work covered by said bid, up to the amount of the bid guarantee.  
This amount represents the damage to the Owner of account of the default of the bidder in any  
particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
(SEAL)

*Contractor / Principal*

\_\_\_\_\_  
*Witness*

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

*Surety*

By: \_\_\_\_\_

*Attorney-in-Fact*

Typed Name: \_\_\_\_\_

## AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of \_\_\_\_\_ )

CITY (or) COUNTY (Strike one) of \_\_\_\_\_

I, the undersigned notary public, do certify that \_\_\_\_\_ ,  
whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total  
Bid Amount and which names the Commonwealth of Virginia, \_\_\_\_\_  
\_\_\_\_\_, as Obligee, personally appeared before me  
today in the above jurisdiction and made oath that he is the attorney-in-fact of

\_\_\_\_\_, a \_\_\_\_\_  
corporation which is the Surety in the foregoing bond, that he is duly authorized to execute on  
the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above, and  
on behalf of the above Surety, he acknowledged the foregoing bond before me as the above  
Surety's act and deed. She/he has further certified that her/his Power of Attorney is recorded in  
the Clerks Office of the Circuit Court of \_\_\_\_\_ , Virginia in Deed Book  
\_\_\_\_\_, Page \_\_\_\_\_ , and has not been revoked.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
(SEAL)

*Notary Public*

My name (printed) is : \_\_\_\_\_

My commission expires: \_\_\_\_\_